

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark Kutney, AICP, Development Services Director /954-797-1101
Prepared by: Larry A. Peters, P.E., Town Engineer

SUBJECT: Resolution

AFFECTED DISTRICT: District 4

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE FOR ILLUMINATION OF FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE NO. 860581 OVER THE C-11 CANAL IN BROWARD COUNTY, FLORIDA.

REPORT IN BRIEF: The subject bridge connecting Orange Drive and Griffin Road over the C-11 canal is located west of Flaming Road at approximately SW 127 Avenue. Street lighting in the area is very poor. For safety purposes residents requested that street lights be added to better illuminate the bridge. In lieu of overhead street lighting, the method of attaching low intensity down lights to the bridge structure was chosen. Upon approval, Broward County will install the lighting. This agreement is for the Town of Davie to accept the responsibility of maintaining and the energy cost of its lights.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT:

Has request been budgeted? no

If no, amount needed: \$ Estimated \$432 annual

In accordance with requested FPL/TOD energy and maintenance agreement.

What account will funds be appropriated from: Public Works 001-0703-541-0450

Additional Comments: *Town responsible for items 2.2, 2.4 and 2.5 of attached agreement*

RECOMMENDATION(S): Approval of Agreement

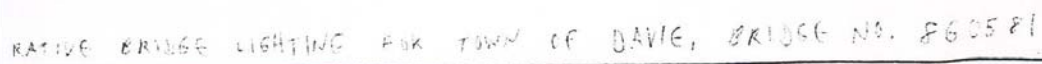
Attachment(s): Agreement between Broward County and Town of Davie, Bridge Plan, Light Specification

MAYOR/COUNCILMEMBER

ATTEST:

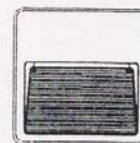
TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2003.



94 LINE

946 SQUARE RECESSED AISLE LIGHTS



The Gardco 946 high output recessed aisle lights are architecturally styled luminaires precisely constructed of cast aluminum. The 946 is specifically designed to incorporate state of the art high lumen per watt H.I.D. sources to 100W. Precisely positioned microbaffles ensure minimal faceplate brightness. A field convertible junction box further enhances its design flexibility. Self-compensating silicone gasketing completely excludes moisture, insects and contaminants. An optional cast guard provides added vandal protection to the horizontal aperture.

ORDERING

PREFIX	WALL TYPE	LAMP	VOLTAGE	FINISH	OPTIONS
946	C	100MH	120	BRP	F
946	D	D Type 35 HPS ¹ 26QF ^{2,3} 50 HPS 32TRF ^{2,3} 50 MH 42TRF ^{2,3}	120 277	BRP BLP WP NP OC SC	F CG
	C	C Type 35 HPS ¹ 50 MH 50 HPS 70 MH 70 HPS 100 MH 100 HPS 26QF ^{2,3} 32TRF ^{2,3} 42TRF ^{2,3}			

NOTE: Back housings for concrete pour applications (type C) are available for pre-shipment. Contact factory for details.

MH Metal Halide
HPS High Pressure Sodium
QF Quad Tube Fluorescent
TRF Triple Tube Fluorescent

1. 120V only
2. Suitable for 0°F starting temperature.
3. 26QF, 32TRF and 42TRF types feature an electronic fluorescent ballast that accepts 120V through 277V, 50Hz or 60 Hz input.

FINISH:	OPTIONS:
BRP Bronze Paint	F Fusing
BLP Black Paint	CG Cast Guard Over Lens
WP White Paint	
NP Natural Aluminum Paint	
OC Optional Color Paint	
SC Specify RAL designation as shown in Color Selection Guide, ex. OC-RAL7024	
Special Color Paint (Specify. Must supply color chip)	

TYPE	PREFIX	WALL TYPE	LAMP	VOLTAGE	FINISH	OPTIONS
	946	C	100MH	120	BLP	CG

Gardco Lighting reserves the right to change materials or modify the design of its product without notification as part of the company's continuing product improvement program.

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2661 Alvarado Street
San Leandro, CA 94577
800/227-0758
510/357-6900 in California
Fax: 510/357-3088
site@lighting.com

Genlyte Thomas Group LLC



79115-111/1102

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

ILLUMINATION OF FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE NO. 860581 OVER THE C-11 CANAL IN
BROWARD COUNTY, FLORIDA

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

ILLUMINATION OF FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE NO. 860581 OVER THE C-11 CANAL IN
BROWARD COUNTY, FLORIDA

This is an Agreement made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

TOWN OF DAVIE, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "MUNICIPALITY."

WITNESSETH:

WHEREAS, Bridge No. 860581 over the C-11 Canal in Broward County, Florida, is a public trafficway (hereinafter referred to as the "Trafficway") located within the municipal boundaries of MUNICIPALITY and the Town of Southwest Ranches and classified as a state road, owned and maintained by the Florida Department of Transportation; and

WHEREAS, it is of mutual benefit to the residents of COUNTY and MUNICIPALITY to illuminate the trafficway by installation and maintenance of lighting systems; and

WHEREAS, MUNICIPALITY has expressed its desire to undertake the maintenance responsibilities of the illumination of the Trafficway; and

WHEREAS, MUNICIPALITY, by resolution of its governing body adopted on the _____ day of _____, 20____, has approved this illumination of the trafficway with COUNTY pursuant to the terms of this Agreement and has authorized the appropriate officers of MUNICIPALITY to execute this Agreement; and

WHEREAS, COUNTY, by action of its Board of County Commissioners on the ____ day of _____, 20____, has likewise approved the this illumination of the trafficway with MUNICIPALITY and has authorized the appropriate COUNTY officers to execute this Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payment hereinafter set forth, COUNTY and MUNICIPALITY agree as follows:

ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement: "Agreement" shall mean this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Board: "Board" shall mean the Broward County Board of County Commissioners.
- 1.3 Contract Administrator: "Contract Administrator" shall mean the Broward County Administrator, the Director of Traffic Engineering, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with MUNICIPALITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 COUNTY: "COUNTY" shall mean Broward County, through the Board, a political subdivision of the state of Florida.
- 1.5 County Attorney: "County Attorney" shall mean the chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 4.03 of the Broward County Charter.
- 1.6 MUNICIPALITY: "MUNICIPALITY" shall mean the Town of Davie.

ARTICLE 2 - SCOPE OF SERVICES

- 2.1 COUNTY shall prepare, or cause to be prepared, design plans and specifications for the illumination of the Trafficway, which shall consist of down directed lighting attached to the walls of the Trafficway over the C-11 canal.
- 2.2 MUNICIPALITY shall apply to the Florida Department of Transportation and receive a permit for the installation and maintenance of the down directed lights on the walls of the Trafficway. The permit shall allow COUNTY to install the lighting according to the approved plans proposed by COUNTY and MUNICIPALITY to maintain the lighting after

installation.

2.3 In accordance with the approved design plans and specifications, COUNTY shall install, or cause to be installed, a lighting system along the Trafficway. Following installation, COUNTY shall provide to MUNICIPALITY the design plans, specifications and warranties, if any and at such time, the lighting shall immediately become the property of the MUNICIPALITY.

2.4 MUNICIPALITY shall take all necessary steps to properly establish an electrical energy account for the lighting system and shall agree to pay all electrical energy charges prior to and after the initial energizing of the lighting system.

2.5 MUNICIPALITY shall maintain the lighting system along the Trafficway in accordance with the approved design plans and specifications and in substantial conformance with the Standard Specifications for Highway Lighting adopted by the Florida Department of Transportation. As part of such maintenance responsibility, MUNICIPALITY shall keep in good repair, and replace, defective or worn out lighting system parts and equipment. MUNICIPALITY's responsibility to keep the system, in good repair shall include all necessary maintenance, repair and replacement of any type or nature, including, but not limited to, maintenance, repair and replacement due to normal wear and tear, acts of God, vandalism and accidents.

ARTICLE 3 - COSTS

3.1 COUNTY shall be responsible for all costs associated with Sections 2.1 and 2.3, during the term of this Agreement, except as otherwise specifically set forth herein.

3.2 MUNICIPALITY shall be responsible for all costs associated with Sections 2.2, 2.4 and 2.5, during the term of this Agreement.

ARTICLE 4 - TERM

The term of this Agreement shall begin on the date it is fully executed by both parties and shall expire upon transfer of the plans, specifications and warranties as set forth in section 2.3 above.

ARTICLE 5 - CHANGES IN SCOPE OF SERVICES

Any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 9.11 below.

ARTICLE 6 - NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery,

addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Director
Traffic Engineering Division
2300 West Commercial Boulevard
Fort Lauderdale, Florida 33309

FOR MUNICIPALITY:

Town of Davie

ARTICLE 7 - INDEMNIFICATION

MUNICIPALITY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 8 - INSURANCE

The parties hereto acknowledge that MUNICIPALITY is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The MUNICIPALITY shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

ARTICLE 9 - MISCELLANEOUS

9.1 OWNERSHIP OF DOCUMENTS. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by MUNICIPALITY, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by MUNICIPALITY to the Contract Administrator within seven (7) days of termination of this Agreement by either party.

9.2 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT. MUNICIPALITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. MUNICIPALITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, MUNICIPALITY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

9.2.1 MUNICIPALITY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

9.2.2 MUNICIPALITY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

9.3 THIRD PARTY BENEFICIARIES. Neither MUNICIPALITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

9.4 ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, unless permitted herein, MUNICIPALITY shall not subcontract any portion of the work required by this Agreement. MUNICIPALITY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction. MUNICIPALITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of MUNICIPALITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

9.5 MATERIALITY AND WAIVER OF BREACH. COUNTY and MUNICIPALITY agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. COUNTY's

failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.6 COMPLIANCE WITH LAWS. MUNICIPALITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.7 SEVERANCE. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or MUNICIPALITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.8 JOINT PREPARATION. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

9.9 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.

9.10 APPLICABLE LAW AND VENUE. Any controversies or legal problems arising out of this transaction and this Lease and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.

9.11 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and MUNICIPALITY.

9.12 PRIOR AGREEMENTS. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the

terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 9.11 above.

9.13 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. Any attached exhibits are incorporated into and made a part of this Agreement.

9.14 MULTIPLE ORIGINALS. This Agreement may be fully executed in four (4) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

THIS SPACE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, and TOWN OF DAVIE, signing by and through its _____, duly authorized to execute same.

ATTEST:

County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward County,
Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____
Chair

____ day of _____, 20____.

Approved as to form by
Office of County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Pamela M. Kane
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF DAVIE FOR
TRAFFICWAY ILLUMINATION FOR FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE NO. 860501 OVER THE C-11 CANAL

WITNESSES:

ATTEST:

_____ Town Clerk

(CORPORATE SEAL)

TOWN OF DAVIE

By _____
Mayor-Council Member

____ day of _____, 20____.

_____ Town Manager

____ day of _____, 20____.

APPROVED AS TO FORM:

By _____
Town Attorney

PMK
September 2, 2003
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